

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:) Case No. 19-30088
) Chapter 11
PG&E CORPORATION AND PACIFIC)
GAS AND ELECTRIC COMPANY) San Francisco, California
) Tuesday, June 11, 2019
Debtors.) 9:30 AM
)

[2048] MOTION FOR RELIEF FROM
STAY FILED BY WENDY NATHAN.

[2171] APPLICATION PURSUANT
TO 11 U.S.C. SECTIONS 327(A)
AND 328(A) AND FED. R. BANKR.
P. 2014(A) AND 2016 FOR
AUTHORITY TO RETAIN AND
EMPLOY KPMG LLP AS
INFORMATION TECHNOLOGY, RISK,
AND LEGAL SUPPORT CONSULTANTS
TO THE DEBTORS NUNC PRO TUNC
TO PETITION DATE.

[2193] APPLICATION OF DEBTORS
PURSUANT TO 11 U.S.C. SECTION
327(E) AND FED. R. BANKR. P.
2014(A) AND 2016 FOR
AUTHORITY TO RETAIN MORRISON
& FOERSTER LLP AS SPECIAL
REGULATORY COUNSEL FOR THE
DEBTORS EFFECTIVE AS OF THE
PETITION DATE.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors: TOBIAS S. KELLER, ESQ.
Keller & Benvenutti LLP
650 California Street
Suite 1900
San Francisco, CA 94108
(415) 796-0709

1 For the Debtors: HONG-AN N. TRAN, ESQ.
2 Weil, Gotshal & Manges LLP
201 Redwood Shores Parkway
3 Redwood Shores, CA 94065
(650)802-3098

4 For Wendy Nathan: MATTHEW J. OLSON, ESQ.
5 Macdonald Fernandez LLP
221 Sansome Street
6 San Francisco, CA 94104
(415)362-0449

7 For Wendy Nathan: SETH I. ROSENBERG, ESQ.
8 (Telephonically)
Emergent LLP
5 Third Street
9 Suite 1000
San Francisco, CA 94103
10 (415)894-9284

11 For High Speed Rail Authority and California
12 Air Resources Board: PAUL J. PASCUZZI, ESQ.
(Telephonically)
Felderstein Fitzgerald Willoughby
13 & Pascuzzi LLP
400 Capitol Mall
Suite 1750
14 Sacramento, CA 95814
(916)329-7400

15
16
17

18 Court Recorder: JANE GALVANI
19 United States Bankruptcy
Court
450 Golden Gate Avenue, 16th Floor
20 San Francisco, CA 94102

21 Transcriber: PENINA WOLICKI
22 eScribers, LLC
7227 N. 16th Street
Suite #207
23 Phoenix, AZ 85020
(973)406-2250

24
25 Proceedings recorded by electronic sound recording;
transcript provided by transcription service.

PG&E Corporation; Pacific Gas And Electric Co.

1 SAN FRANCISCO, CALIFORNIA, TUESDAY, JUNE 11, 2019, 9:31 AM

2 -oOo-

3 (Call to order of the Court.)

4 THE COURT: Good morning.

5 IN UNISON: Good morning, Your Honor.

6 THE COURT: Please be seated.

7 THE CLERK: Matter of PG&E Corporation.

8 THE COURT: Mr. Keller, good morning.

9 MR. KELLER: Good morning, Your Honor. I think we
10 have a mercifully brief calendar, knock on wood.

11 Unless the Court has any comments, we'll just dive
12 right into the agenda today.

13 THE COURT: I not only have no comments on two of
14 them, on MoFo and KPMG, I'm satisfied they're in order. As
15 long as I get a confirmation from counsel for the State of
16 California -- the Resources Board that they're satisfied with
17 the form of order --

18 MR. KELLER: I don't know if they're present here
19 today. They have signed off on the form of order that was
20 submitted.

21 THE COURT: Well, let's see, on the telephone, is Mr.
22 Pascuzzi on the phone?

23 MR. PASCUZZI: Yes, Your Honor. Good morning. Paul
24 Pascuzzi, Felderstein Fitzgerald Willoughby & Pascuzzi, co-
25 counsel with the California Attorney General's Office, for the

PG&E Corporation; Pacific Gas And Electric Co.

1 High Speed Rail Authority and the Air Resources Board. And we
2 have signed off on the proposed order. And we appreciate KPMG
3 working with us to resolve the issues.

4 THE COURT: So Mr. Keller, then, unless there's anyone
5 else in court or on the phone that wants to be heard on those
6 two applications, we don't have to waste any more time on it.

7 MR. KELLER: We will upload orders, Your Honor, and I
8 will turn the --

9 THE COURT: They'll both be approved as filed with the
10 modifications. I'll look forward to seeing the orders.

11 MR. KELLER: Very good.

12 THE COURT: Okay.

13 MR. KELLER: I will turn the podium to An Tran, from
14 Weil Gotshal, who'll be handling the relief from stay motion.

15 THE COURT: Okay, thank you.

16 Good morning.

17 MS. TRAN: Good morning, Your Honor. An Tran with
18 Weil Gotshal, on behalf of the debtors. I'll be brief. So our
19 office --

20 THE COURT: Wait. Let's see if we get -- let me get
21 the debtors' (sic) counsel.

22 Mr. Olson, are you here?

23 And then I'll let you speak.

24 MS. TRAN: Sure.

25 THE COURT: I didn't mean to cut you off. I just

PG&E Corporation; Pacific Gas And Electric Co.

1 wanted to get the appearances.

2 MR. OLSON: Thank you, Your Honor. Matt Olson for
3 Wendy Nathan. And I believe Ms. Nathan's state court counsel
4 is on the phone as well, Mr. Rosenberg.

5 THE COURT: Okay, thank you.

6 All right, counsel.

7 MR. ROSENBERG: Good morning, Your Honor. This is
8 Seth Rosenberg appearing on CourtCall for plaintiff, Wendy
9 Nathan, as well.

10 THE COURT: And what's -- tell me what the debtors --
11 no, from the debtor. I know what the issues are, Mr. Olson and
12 Mr. Rosenberg. And I understand why they're here again. But
13 tell me what your reply to this argument is, please?

14 MS. TRAN: Yeah. And our opposition papers and Your
15 Honor's tentative ruling and the May 12th memorandum decision
16 on the Gelman and Valero motions, sufficiently set forth why
17 Ms. Gelman's (sic) relief from stay should not be granted
18 today.

19 As Your Honor is fully aware and has recognized, more
20 time is needed for the debtors to attend to the litany of
21 issues in its restructuring efforts before having to resume
22 defensive tort actions such as the Nathan litigation.

23 And specifically, to quote Your Honor's May 12th
24 decision on the Gelmans' motion, which is substantially similar
25 to the Nathan motion that's at issue today, there's too much at

PG&E Corporation; Pacific Gas And Electric Co.

1 stake in needing to craft the contours of the reorganization
2 than to require a debtor this soon to tackle specific
3 individual cases.

4 And so if Your Honor is not inclined to deny
5 claimant's request for relief from stay today, the debtors
6 respectfully request and ask that Your Honor adopt the
7 tentative ruling and continue to the September 10th hearing.

8 THE COURT: Okay. Mr. Olson, I -- again, I thought
9 you would probably accept my ruling, but you didn't, so tell me
10 what's wrong with it and why I should make a change here, given
11 the history and where we are.

12 MR. OLSON: Yes, Your Honor. I think at bottom the
13 issue, as has been framed, is really why is relief from stay
14 necessary now.

15 THE COURT: Correct.

16 MR. OLSON: And the issue is --

17 THE COURT: Compared to, really, not too far in the
18 future.

19 MR. OLSON: Yes, Your Honor. And I appreciate that.

20 The difference is that the state court has instructed
21 the other parties in this litigation to participate in
22 mediation in the next few months, before the September proposed
23 hearing date. And given that this is the last in a series of
24 five lawsuits, claims about the same utility box in the
25 sidewalk in Oakland, the prior four having been resolved pre-

PG&E Corporation; Pacific Gas And Electric Co.

1 petition --

2 THE COURT: All consensually?

3 MR. OLSON: All consensually, all in which PG&E
4 accepted and paid eighty to one hundred percent of the damages,
5 it makes -- it makes sense to us to resolve this all now, not
6 put this off.

7 And while Ms. Nathan will, of course, because of the
8 bankruptcy laws, wait to enforce her claim, pursuant to a plan,
9 the real issue is that everyone else is ready now. And waiting
10 for the claims allowance process really doesn't do a whole lot
11 for us, because all we're going to end up doing is going back
12 to the state court anyways, because mandatory abstention almost
13 certainly applies here.

14 THE COURT: Well, your motion -- your motion looks for
15 a little of everything. But even mandatory abstention still
16 has relief from stay gating issues, don't you think?

17 Mandatory abstention, if it applies here, isn't a free
18 pass for relief from stay, right?

19 MR. OLSON: No, Your Honor. It --

20 THE COURT: I mean, do you agree with that or disagree
21 with that?

22 MR. OLSON: Well, I think mandatory abstention is -- I
23 think the cases in the Ninth Circuit recognize that mandatory
24 abstention can be cause for relief from stay.

25 THE COURT: Well, but the reverse is true too. A

PG&E Corporation; Pacific Gas And Electric Co.

1 reason to deny relief from stay doesn't -- isn't overtaken or
2 overridden by a theoretical entitlement to mandatory
3 abstention.

4 MR. OLSON: I understand that, Your Honor. And I
5 agree with that.

6 THE COURT: Okay.

7 MR. OLSON: I think the issue here is if the claims
8 allowance process is only going to -- is likely to end up back
9 in state court anyways, why not settle this now, resolve it
10 now? It's not going to take that much of the debtors'
11 attention away from the contours of a plan.

12 THE COURT: Well, that may be true, and I -- if you
13 said that the state court had ordered mediation already before
14 September, I might have focused on that, but I don't think you
15 said that in the paper. Did I miss that in the motion?

16 MR. OLSON: I believe we addressed it.

17 THE COURT: Well, show me where that is. Again, I
18 don't know if it'll change my mind, but I thought I reviewed
19 the situation to see what the difference was.

20 I mean, I'm -- let me make sure we're clear here.
21 This is not directed at Ms. Nathan or making light of her
22 injury any more than it was Ms. Gelman's or any other of the
23 many people -- not fire victims, but other victims of other
24 torts, whether PG&E is or may be found liable. It's still
25 their injury and it's important. And it's important to me.

PG&E Corporation; Pacific Gas And Electric Co.

1 But am I -- let's go back to my question. Did I
2 overlook that there's a mandatory mediation scheduled?

3 MR. OLSON: Your Honor, it's in the motion at docket
4 2048 at page 3 line 6. "The Superior Court has ordered the
5 parties" -- and "parties" here are referring to the non-PG&E
6 parties -- "to participate in mediation before August 30th."

7 THE COURT: I'm sorry, I'm not finding it. Line 6 --
8 page 6?

9 MR. OLSON: Page 3, line 6.

10 THE COURT: Okay. Try again. Small print. I get
11 small print from you, for some reason, not the large print.

12 MR. OLSON: I apologize, Your Honor.

13 THE COURT: No, you don't have to apologize.

14 Well, have you explored the possibility of talking to
15 counsel about just agreeing to the mediation?

16 MR. OLSON: We asked the debtor to agree to --
17 agreeing just to do the mediation, and the debtor was not
18 inclined to agree to that.

19 THE COURT: Well, I mean, let me -- well, let's
20 pretend that I know what's going to happen. I presume the
21 mediation will occur on one particular day in one particular
22 place in front of one particular judicial officer or -- and
23 there will be a back-and-forth about the issues. Or is there
24 more to that? Is there more depositions, more discovery, more
25 testimony? Is it going to be a quick type of mediation or is

PG&E Corporation; Pacific Gas And Electric Co.

1 it going to be sort of a pre-trial something-or-other? Or do
2 you know?

3 MR. OLSON: My understanding of it, and --

4 MR. ROSENBERG: Your Honor --

5 MR. OLSON: -- Mr. Rosenberg can --

6 MR. ROSENBERG: -- this is Seth Rosenberg appearing on
7 CourtCall. I think I can address that, being the state court
8 attorney.

9 We're ready to go for mediation with no additional
10 discovery, nothing else is needed. Because of the four prior
11 actions, we have all that we need evidentiary-wise with respect
12 to PG&E.

13 I would expect it would be exactly as you said, Your
14 Honor. One day, one judicial officer, a half-day, that
15 initially would be -- the amount would be agreed upon.

16 THE COURT: Well --

17 MR. ROSENBERG: And I think there will be another
18 solution that we would seek is just maybe just have the stay
19 lifted just for mediation and then if that's unsuccessful, then
20 we could go back to where we were and revisit the issue later.
21 But I think that would be a compromise that we would be
22 accept -- we would find acceptable.

23 THE COURT: Mr. Rosenberg, again, there's so many
24 firms and cases to keep track of, and I don't remember
25 specifically. The company -- PG&E has other outside counsel in

PG&E Corporation; Pacific Gas And Electric Co.

1 the state court suit in this matter, not the principal
2 bankruptcy counsel, right?

3 MR. ROSENBERG: That's correct, Your Honor. And we
4 worked on multiple of the occasions with that outside counsel,
5 and have good familiarity and relationships with those guys.

6 THE COURT: Well, do any of the lawyers here -- any of
7 you, on either side, believe that the automatic stay is
8 implicated just to have a mediation?

9 Does the debtor believe that the stay is implicated?
10 I mean, I can go out in the hall, if I were a lawyer -- if I
11 sent you out in the hall to see if you could cut a deal with
12 somebody, and you came back and said we've got an agreement,
13 does that violate the stay?

14 MS. TRAN: Your Honor, to the extent that it's a
15 court-ordered mediation, and requires from the estate, then we
16 would say that yes, it does.

17 THE COURT: But what if it isn't a court-ordered
18 mediation? What if the lawyer for the debtor -- a lawyer for
19 the debtor says to a lawyer for the claimant, look, we might
20 put this to bed if your client would agree to a claim of X
21 dollars, and the other side says yeah, we can live with that;
22 done. Claim liquidated. End of story.

23 I don't think the automatic stay, if it's implicated
24 at all, is an impediment. Do you think that that's a problem?

25 MS. TRAN: We would agree if it's -- if it's not a

PG&E Corporation; Pacific Gas And Electric Co.

1 court-ordered.

2 THE COURT: Well, here I mean -- but I mean, what if
3 it isn't court-ordered, but I tell you to go do it anyway?
4 Somebody ought to go to that mediation -- I mean, look, let me
5 try it a different way. And this is not focused on Ms.
6 Nathan's situation or what Mr. Olson or Mr. Rosenberg told me.

7 I believe debtors' counsel have counted somewhere
8 along the line around a hundred claims that are in the pipeline
9 somewhere that are not the wildfire claims, they're not
10 multimillion dollar claims arising out of a refinery meltdown
11 like at Valero. They are people like the Gelmans and Ms.
12 Nathan and other people who, but for the bankruptcy that was
13 precipitated by the wildfires, would have had their day in
14 court in the run-of-the-mill -- if that's a term that can be
15 used, which I don't mean to say it that way, because I think
16 that term is misused, and I've commented on others' misuse of
17 the term, because it's not run-of-the-mill for the victim.

18 But my point is this. PG&E filed bankruptcy for some
19 very, very significant reasons. And had those reasons not
20 precipitated the bankruptcy, cases like Ms. Nathan's, in the
21 superior court, whether they go to mediation or go to a jury
22 trial or go to a court trial, they would be business as usual.

23 And the question is when do we get back to business as
24 usual of the utility defending and winning, where appropriate,
25 or losing tort claims that came about by just the -- what goes

PG&E Corporation; Pacific Gas And Electric Co.

1 with the territory when you run a multibillion dollar utility?
2 The answer is, like any other big company, whether it be a
3 delivery company or a retail store, or a chain of grocery
4 stores -- I mean, chains of grocery stores have slip-and-fall
5 cases, and power companies have people who have tripped on
6 power boxes.

7 And so I was persuaded and have been persuaded to
8 maintain the status quo. And that was my thinking in the
9 Gelman case, and that was my thinking in the tentative ruling
10 on Ms. Nathan's case. But to me, it's one of those thing where
11 to get to the point where Ms. Nathan at least knows two things:
12 if she has an agreement that she's entitled to X dollars and
13 she knows that X minus whatever she recovers from other
14 defendants will be an allowed claim in the PG&E bankruptcy,
15 that's not a huge burden. It doesn't interfere with the
16 reorganization. I doubt that it has any significant impact on
17 the more enormously complex issue of determining who are the
18 fire victims, what are their claims, where's the liability, and
19 so on.

20 And my problem is, if I stick with my tentative, which
21 puts an imposition on Ms. Nathan and her counsel -- not the end
22 of the world -- I'm sure that the mediation and everything else
23 could be done in September, if it could be done in August. But
24 the question is when do I decide it's time for the utility to
25 get back to running its business as usual, which includes

PG&E Corporation; Pacific Gas And Electric Co.

1 dealing with the run-of-the-mill ordinary-course-of-business
2 kind of tort liability?

3 And so I'm thinking out loud. I'm not asking you,
4 counsel, to give me an answer. But I'm asking if you can give
5 me why it isn't appropriate to start letting people like Ms.
6 Nathan and others have at least the process for liquidating
7 their claims, which are not going to be anywhere like the vast
8 amount of liquidation analysis that's going to take place with
9 the fire claims?

10 MS. TRAN: And this case is substantially similar to
11 the Gelman litigation.

12 THE COURT: Right.

13 MS. TRAN: There's concerns about opening the
14 floodgates and having other similar claims come rather than go
15 through the claims process. And as you stated specifically in
16 your decision on the Gelman motion, it is still too early in
17 these complex reorganization cases to force the debtors to
18 defend the claims of movants in two different courts while at
19 the same time attempting to make progress toward the goal of a
20 successful reorganization. It is much far more preferable to
21 make progress towards the goal before the individual claims can
22 be dealt with.

23 And you had continued that hearing until --

24 THE COURT: No, I know. I know that.

25 MS. TRAN: -- September. And --

PG&E Corporation; Pacific Gas And Electric Co.

1 THE COURT: And I haven't -- I'm going to go back and
2 revisit that. But I'm asking you to tell me, well, what's --
3 let's pretend it's September. What's different? What's going
4 to happen between now and September.

5 Again, I don't -- I'm not here to beat on you for
6 figuring out how to deal with hundreds and thousands of tort
7 claims -- of fire victim claims. I'm asking you to tell me
8 what's going to happen for maybe a hundred everyday, course-of-
9 business type tort claims that happen when people trip on
10 concrete boxes holding power equipment or all the other kinds
11 of things that are -- PG&E trucks, unfortunately, might bump
12 into people out on the street. That's the course of business
13 stuff.

14 MS. TRAN: Sure. And as you're aware, based on our
15 exclusivity motion, there's quite a bit going on in the
16 restructuring.

17 THE COURT: Right.

18 MS. TRAN: And between now and September, we can't,
19 for sure, know exactly what's going to happen and how we deal
20 with these specific claims, but that is time for us to
21 potentially maybe -- like you said -- talk to other claimants
22 and potentially get in -- engage in settlement discussion.
23 Essentially that there's nothing different from this case than
24 the Gelman case and the other hundred cases that are very
25 similar tort claims.

PG&E Corporation; Pacific Gas And Electric Co.

1 And so to allow --

2 THE COURT: Well, but it's -- it's no more than about
3 a hundred; isn't that correct?

4 MS. TRAN: About a hundred, yeah.

5 THE COURT: About a hundred, right? And again, I'm
6 not -- it was a coincidence that Ms. Gelman's situation and the
7 Valero situation were on the same calendar. That's where the
8 similarity ended.

9 And so I'm really looking at Ms. Gelman in the
10 rearview mirror and Ms. Nathan today and Mr. X next week for
11 these kinds of things that don't seem to need much more than
12 somebody agreeing on a dollar amount.

13 I mean, it almost takes no scientific or anything --
14 any other kind of methodology that might be involved in
15 estimating the vast fire claims to figure out what is the -- to
16 use a pejorative -- not a pejorative, but kind of a common term
17 in the PI world -- I mean, what's the going rate for the kind
18 of injury that Ms. Nathan suffered.

19 And people that are far more experienced than I am are
20 able to make a predicted estimate of likelihood of liability
21 and likelihood of outcomes for damages. And I don't know
22 whether it's three figures or five figures or six figures, but
23 there is a dollar amount, consensually, that I suspect that Ms.
24 Nathan and her counsel would accept and the debtor would agree.
25 And it would be end of story, allowed claim.

PG&E Corporation; Pacific Gas And Electric Co.

1 And then she might -- unfortunately, she might have to
2 wait a long, long time to get paid. But that's unfortunate,
3 but that's not the case.

4 So I'll go back to the question of mediation. So
5 there is -- again, I don't remember the specifics of Ms.
6 Gelman's case. I don't need to. Here, in Ms. Nathan's case,
7 we have outside counsel. We have that counsel familiar with
8 the coincidence of four other instances of people being injured
9 at the same site in Oakland. And we have a superior court that
10 said show up in August and try to mediate. And if Ms. Nathan
11 says I want five million dollars, I suspect that somebody on
12 the debtors' side will say sorry, you're not going to get five
13 million dollars. If Ms. Nathan says I'd like some other figure
14 that makes good economic sense, someone with client authority
15 will say we can live with that, shake hands, sign a simple
16 settlement agreement, and we're done.

17 So why is that an imposition on anyone at all? That's
18 my question. So I'm asking a rhetorical question. If you
19 don't have an answer, you don't have it. I'm not going to yell
20 at you. But that's why I have to think, well, why not try to
21 mediate this claim; what's the harm?

22 MS. TRAN: And Your Honor, to the extent that you
23 accept -- or that you adopt the tentative to continue the
24 hearing till September 30th, I think that that's something that
25 the debtors can negotiate or talk to counsel for Ms. Nathan

PG&E Corporation; Pacific Gas And Electric Co.

1 regarding the possibility of a settlement.

2 But to grant relief from stay and forcing the debtors
3 to engage in a court-ordered mediation is an imposition on the
4 estate and --

5 THE COURT: What's the difference? Suppose the
6 superior court had not ordered mediation, but I know and at
7 least the local counsel knew that that's the normal expectation
8 in the superior court in Oakland? Again, it may be. I just
9 don't know.

10 It's certainly an expectation in this court when we
11 have settlement negotiations on the things that we do. And so
12 without trying to formalize it, if I said to the debtor --
13 debtors' special counsel who handles this defense, why can't
14 you go over to Oakland on August such-and-such a date and meet
15 with Mr. Rosenberg and his client and your client and see if
16 you can settle the case? It seems like the world's easiest
17 thing.

18 Again, it doesn't mean that the company has to give
19 away something it believes it shouldn't be giving away.
20 There's no penalty for not settling. The question is, isn't
21 there a benefit, another claim out of the way, to get it
22 settled?

23 Again, you don't have to answer this. I'm just
24 telling you what my thinking is. And so I'm -- I don't want to
25 get hung up on opening floodgates, but I have to be honest: if

PG&E Corporation; Pacific Gas And Electric Co.

1 we had another tort claimant in Ms. Nathan's situation, when
2 all we have is limited relief at this point, I don't know why I
3 wouldn't do it.

4 So you know what? I'll stick with the tentative with
5 one variation. To the extent that anybody believes an order is
6 necessary, I will grant limited relief from stay to Ms. Nathan
7 so that she can sit across the table with the proper lawyer
8 representing the utility and that lawyer's client, for purposes
9 of a mediation along the lines Mr. Rosenberg said.

10 And what that means is that maybe in August, Ms.
11 Nathan will agree to an amount and the utility will agree to an
12 amount, and that's the end of the problem, and we don't have to
13 have a further hearing in September.

14 But this is another way of saying that by September,
15 when -- well, let me clarify that. If there's no agreement in
16 August, there's no agreement. There's no penalty. No one's
17 going to be criticized. But come September, when Ms. Nathan's
18 case is back on the calendar and Ms. Gelman's is, and who knows
19 who else's is, I have to have a better sense as to what the
20 utility is going to do to take care of this category of claims,
21 at least for allowance purposes.

22 And I'll concede the point. Everyone's case is going
23 to be a little bit different. But this case sounds like it's
24 much easier to try to get it resolved. And the other -- the
25 next one might be more difficult. So with that in mind I'll

PG&E Corporation; Pacific Gas And Electric Co.

1 say limited relief from stay for purposes of mediation to try
2 to do it under these circumstances.

3 So I'm going to take Mr. Rosenberg's representation
4 that this would be no more than one day, with all the --
5 everything is prepared. And all we have to do is have the
6 debtors' litigation counsel and a client representative do
7 whatever the superior court expects of litigants to do, the way
8 that counsel and the client would be expected to participate,
9 had there been no bankruptcy.

10 And if the debtor and Ms. Nathan reach an agreement,
11 to me, that's not only good for them, it's good for the
12 process, because it means we've used the system without a huge
13 imposition. It doesn't upset the orderly course of
14 administering the case. And it also, perhaps, gets one claim
15 resolved.

16 And to the extent that there may be multiple claims
17 that are more like Ms. Nathan's and less like some of the
18 unliquidated, highly emotional, fire claims, it may be that
19 there's a methodology to have a format grid or settlement model
20 to fit the other ninety-nine of the hundred that are on this
21 list, if you follow me.

22 So, okay. So that's a long way of saying I'm going to
23 depart from the tentative for that limited purpose.

24 Mr. Olson, you need to draft something with debtors'
25 counsel's agreement on this for a form of order so that -- so

PG&E Corporation; Pacific Gas And Electric Co.

1 the lawyer going to participate in the mediation, and more
2 importantly, the settlement judge, understands that the
3 bankruptcy court has authorized this process. Nobody is
4 violating the stay. There's no rules. The bankruptcy court is
5 not ordering that there be a settlement. The bankruptcy court
6 is authorizing and directing, if you will, an attempt to settle
7 in accordance with the normal processes of the Alameda Superior
8 Court.

9 If there's no settlement, the motion for relief from
10 stay is continued on schedule to the September calendar. And
11 if you come back to me in September and say we didn't get the
12 case settled, we'd like to go to trial, I'll listen to the
13 other side, and it may be that it won't happen. I can't
14 promise you that.

15 So this is perhaps an invitation to Ms. Nathan, also,
16 to consider compromising and getting this thing out of the way.
17 Okay?

18 MR. OLSON: Thank you, Your Honor.

19 THE COURT: Is that acceptable? Any questions about
20 that?

21 MS. TRAN: No, Your Honor.

22 THE COURT: Okay. Thank you all for your --

23 MR. ROSENBERG: No, Your Honor. This is Seth
24 Rosenberg. I just wanted to say thank you, Your Honor.

25 THE COURT: All right, thanks very much.

PG&E Corporation; Pacific Gas And Electric Co.

1 So Mr. Keller, I think that's it for our calendar,
2 right?

3 MR. KELLER: Nothing further, Your Honor.

4 THE COURT: Okay. Thanks very much. See you next
5 time.

6 (Whereupon these proceedings were concluded at 9:58 AM)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

I N D E X

RULINGS:	PAGE	LINE
Application to retain KPMG LLP, approved.	4	9
Application to retain Morrison & Foerster, approved.	4	9
Relief from stay is granted to the limited extent of allowing for mediation, to the extent mediation is affected by the automatic stay.	19	5

C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript is a true and accurate record of the proceedings.

Penina Wolicki

/s/ PENINA WOLICKI, CET-569

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: June 12, 2019

	19:11,12 analysis (1) 14:8 anyways (2) 7:12;8:9 apologize (2) 9:12,13 appearances (1) 5:1 appearing (2) 5:8;10:6 applications (1) 4:6 applies (2) 7:13,17 appreciate (2) 4:2;6:19 appropriate (2) 12:24;14:5 approved (1) 4:9 argument (1) 5:13 arising (1) 12:10 around (1) 12:8 attempt (1) 21:6 attempting (1) 14:19 attend (1) 5:20 attention (1) 8:11 Attorney (2) 3:25;10:8 August (6) 9:6;13:23;17:10; 18:14;19:10,16 Authority (2) 4:1;17:14 authorized (1) 21:3 authorizing (1) 21:6 automatic (2) 11:7,23 aware (2) 5:19;15:14 away (3) 8:11;18:19,19	20;13;14;20:9;21:3,4,5 based (1) 15:14 beat (1) 15:5 bed (1) 11:20 behalf (1) 4:18 believes (2) 18:19;19:5 benefit (1) 18:21 better (1) 19:19 big (1) 13:2 bit (2) 15:15;19:23 Board (2) 3:16;4:1 both (1) 4:9 bottom (1) 6:12 box (1) 6:24 boxes (2) 13:6;15:10 brief (2) 3:10;4:18 bump (1) 15:11 burden (1) 13:15 business (5) 12:22,23;13:25;15:9, 12	12:20;13:5;14:17; 15:24 category (1) 19:20 cause (1) 7:24 certainly (2) 7:13;18:10 chain (1) 13:3 chains (1) 13:4 change (2) 6:10;8:18 Circuit (1) 7:23 circumstances (1) 20:2 claim (8) 7:8;11:20,22;13:14; 16:25;17:21;18:21; 20:14 claimant (2) 11:19;19:1 claimants (1) 15:21 claimant's (1) 6:5 claims (23) 6:24;7:10;8:7;12:8,9, 10,25;13:18;14:7,9,14, 15,18,21;15:7,7,9,20, 25;16:15;19:20;20:16, 18 clarify (1) 19:15 clear (1) 8:20 CLERK (1) 3:7 client (7) 11:20;17:14;18:15, 15;19:8;20:6,8 co- (1) 3:24 coincidence (2) 16:6;17:8 commented (1) 12:16 comments (2) 3:11,13 common (1) 16:16 companies (1) 13:5 company (4) 10:25;13:2,3;18:18 Compared (1) 6:17 complex (2) 13:17;14:17 compromise (1) 10:21	compromising (1) 21:16 concede (1) 19:22 concerns (1) 14:13 concluded (1) 22:6 concrete (1) 15:10 confirmation (1) 3:15 consensually (3) 7:2,3;16:23 consider (1) 21:16 continue (2) 6:7;17:23 continued (2) 14:23;21:10 contours (2) 6:1;8:11 Corporation (1) 3:7 counsel (20) 3:15,25;4:21;5:3,6; 9:15;10:25;11:2,4; 12:7;13:21;14:4;16:24; 17:7,7,25;18:7,13;20:6, 8 counsel's (1) 20:25 counted (1) 12:7 course (3) 7:7;15:12;20:13 course-of- (1) 15:8 Court (66) 3:3,4,6,8,11,13,21; 4:4,5,9,12,15,20,25; 5:3,5,10;6:8,15,17,20; 7:2,12,14,20,25;8:6,9, 12,13,17;9:4,7,10,13, 19;10:7,16,23;11:1,6, 17;12:2,14,21,22; 14:12,24;15:1,17;16:2, 5;17:9;18:5,6,8,10; 20:7;21:3,4,5,8,19,22, 25;22:4 CourtCall (2) 5:8;10:7 court-ordered (5) 11:15,17;12:1,3;18:3 courts (1) 14:18 craft (1) 6:1 criticized (1) 19:17 cut (2) 4:25;11:11
A		C		
able (1) 16:20 abstention (6) 7:12,15,17,22,24;8:3 accept (4) 6:9;10:22;16:24; 17:23 acceptable (2) 10:22;21:19 accepted (1) 7:4 accordance (1) 21:7 across (1) 19:7 actions (2) 5:22;10:11 additional (1) 10:9 address (1) 10:7 addressed (1) 8:16 administrating (1) 20:14 adopt (2) 6:6;17:23 again (11) 5:12;6:8;8:17;9:10; 10:23;15:5;16:5;17:5; 18:8,18,23 agenda (1) 3:12 agree (9) 7:20;8:5;9:16,18; 11:20,25;16:24;19:11, 11 agreed (1) 10:15 agreeing (3) 9:15,17;16:12 agreement (7) 11:12;13:12;17:16; 19:15,16;20:10,25 Air (1) 4:1 Alameda (1) 21:7 allow (1) 16:1 allowance (3) 7:10;8:8;19:21 allowed (2) 13:14;16:25 almost (2) 7:12;16:13 along (2) 12:8;19:9 amount (6) 10:15;14:8;16:12,23;	back (11) 7:11;8:8;9:1;10:20; 11:12;12:23;13:25; 15:1;17:4;19:18;21:11 back-and-forth (1) 9:23 bankruptcy (10) 7:8;11:2;12:12,18,	calendar (5) 3:10;16:7;19:18; 21:10;22:1 CALIFORNIA (3) 3:1,16,25 Call (1) 3:3 came (2) 11:12;12:25 can (12) 7:24;10:5,7;11:10, 21;12:14;14:4,21; 17:15,25;18:16;19:7 care (1) 19:20 case (14) 13:9,10;14:10;15:23, 24;17:3,6,6;18:16; 19:18,22,23;20:14; 21:12 cases (7) 6:3;7:23;10:24;		

	discovery (2) 9:24;10:10	11:15;18:4	10:24	20:14
D	discussion (1) 15:22	estimate (1) 16:20	fit (1) 20:20	given (2) 6:10,23
damages (2) 7:4;16:21	dive (1) 3:11	estimating (1) 16:15	Fitzgerald (1) 3:24	giving (1) 18:19
date (2) 6:23;18:14	docket (1) 9:3	even (1) 7:15	five (4) 6:24;16:22;17:11,12	goal (2) 14:19,21
day (4) 9:21;10:14;12:13; 20:4	dollar (4) 12:10;13:1;16:12,23	everyday (1) 15:8	floodgates (2) 14:14;18:25	goes (1) 12:25
deal (3) 11:11;15:6,19	dollars (4) 11:21;13:12;17:11, 13	everyone (1) 7:9	focused (2) 8:14;12:5	Good (13) 3:4,5,8,9,23;4:11,16, 17:5;7:11;5;17:14; 20:11,11
dealing (1) 14:1	done (4) 11:22;13:23,23; 17:16	Everyone's (1) 19:22	follow (1) 20:21	Gotshal (2) 4:14,18
dealt (1) 14:22	doubt (1) 13:16	evidentiary-wise (1) 10:11	force (1) 14:17	grant (2) 18:2;19:6
debtor (10) 5:11;6:2;9:16,17; 11:9,18,19;16:24; 18:12;20:10	draft (1) 20:24	exactly (2) 10:13;15:19	forcing (1) 18:2	granted (1) 5:17
debtors (7) 4:18;5:10,20;6:5; 14:17;17:25;18:2	E	exclusivity (1) 15:15	form (3) 3:17,19;20:25	grid (1) 20:19
debtors' (7) 4:21;8:10;12:7; 17:12;18:13;20:6,24	early (1) 14:16	expect (1) 10:13	formalize (1) 18:12	grocery (2) 13:3,4
decide (1) 13:24	easier (1) 19:24	expectation (2) 18:7,10	format (1) 20:19	guys (1) 11:5
decision (3) 5:15,24;14:16	easiest (1) 18:16	expected (1) 20:8	forth (1) 5:16	H
defend (1) 14:18	economic (1) 17:14	expects (1) 20:7	forward (1) 4:10	half-day (1) 10:14
defendants (1) 13:14	efforts (1) 5:21	experienced (1) 16:19	found (1) 8:24	hall (2) 11:10,11
defending (1) 12:24	eighty (1) 7:4	explored (1) 9:14	four (3) 6:25;10:10;17:8	handles (1) 18:13
defense (1) 18:13	either (1) 11:7	extent (4) 11:14;17:22;19:5; 20:16	framed (1) 6:13	handling (1) 4:14
defensive (1) 5:22	else (4) 4:5;7:9;10:10;13:22	F	FRANCISCO (1) 3:1	hands (1) 17:15
delivery (1) 13:3	else's (1) 19:19	familiar (1) 17:7	free (1) 7:17	happen (6) 9:20;15:4,8,9,19; 21:13
deny (2) 6:4;8:1	emotional (1) 20:18	familiarity (1) 11:5	front (1) 9:22	harm (1) 17:21
depart (1) 20:23	end (6) 7:11;8:8;11:22; 13:21;16:25;19:12	far (3) 6:17;14:20;16:19	fully (1) 5:19	heard (1) 4:5
depositions (1) 9:24	ended (1) 16:8	Felderstein (1) 3:24	further (2) 19:13;22:3	hearing (5) 6:7,23;14:23;17:24; 19:13
determining (1) 13:17	enforce (1) 7:8	few (1) 6:22	future (1) 6:18	High (1) 4:1
difference (3) 6:20;8:19;18:5	engage (2) 15:22;18:3	figure (2) 16:15;17:13	G	highly (1) 20:18
different (5) 12:5;14:18;15:3,23; 19:23	enormously (1) 13:17	figures (3) 16:22,22,22	gating (1) 7:16	history (1) 6:11
difficult (1) 19:25	entitled (1) 13:12	figuring (1) 15:6	Gelman (6) 5:16;13:9;14:11,16; 15:24;16:9	holding (1) 15:10
directed (1) 8:21	entitlement (1) 8:2	filed (2) 4:9;12:18	Gelmans (1) 12:11	honest (1) 18:25
directing (1) 21:6	equipment (1) 15:10	find (1) 10:22	Gelmans' (1) 5:24	Honor (26) 3:5,9,23;4:7,17;5:2, 7,19;6:4,6,12,19;7:19; 8:4;9:3,12;10:4,14; 11:3,14;17:22;21:18,
disagree (1) 7:20	Essentially (1) 15:23	finding (1) 9:7	Gelman's (5) 5:17;8:22;16:6;17:6; 19:18	
	estate (2)	fire (6) 8:23;13:18;14:9; 15:7;16:15;20:18	General's (1) 3:25	
		firms (1)	gets (1)	

21,23,24;22:3 Honor's (2) 5:15,23 huge (2) 13:15;20:12 hundred (8) 7:4;12:8;15:8,24; 16:3,4,5;20:20 hundreds (1) 15:6 hung (1) 18:25	judicial (2) 9:22;10:14 JUNE (1) 3:1 jury (1) 12:21	likely (1) 8:8 limited (4) 19:2,6;20:1,23 line (4) 9:4,7,9;12:8 lines (1) 19:9 liquidated (1) 11:22 liquidating (1) 14:6 liquidation (1) 14:8 list (1) 20:21 listen (1) 21:12 litany (1) 5:20 litigants (1) 20:7 litigation (4) 5:22;6:21;14:11; 20:6 little (2) 7:15;19:23 live (2) 11:21;17:15 local (1) 18:7 long (4) 3:15;17:2,2;20:22 look (3) 4:10;11:19;12:4 looking (1) 16:9 looks (1) 7:14 losing (1) 12:25 lot (1) 7:10 loud (1) 14:3	May (8) 5:15,23;8:12,24; 18:8;20:16,18;21:13 maybe (4) 10:18;15:8,21;19:10 mean (13) 4:25;7:20;8:20;9:19; 11:10;12:2,4,15; 13:4;16:13,17;18:18 means (2) 19:10;20:12 mediate (2) 17:10,21 mediation (22) 6:22;8:13;9:2,6,15, 17,21,25;10:9,19;11:8, 15,18;12:4,21;13:22; 17:4;18:3,6;19:9;20:1; 21:1 meet (1) 18:14 meltdown (1) 12:10 memorandum (1) 5:15 mercifully (1) 3:10 methodology (2) 16:14;20:19 might (7) 8:14;11:19;15:11; 16:14;17:1,1;19:25 million (2) 17:11,13 mind (2) 8:18;19:25 minus (1) 13:13 mirror (1) 16:10 miss (1) 8:15 misuse (1) 12:16 misused (1) 12:16 model (1) 20:19 modifications (1) 4:10 MoFo (1) 3:14 months (1) 6:22 more (16) 4:6;5:19;8:22;9:24, 24,24,24;13:17;14:20; 16:2,11,19;19:25;20:4, 17:21:1 morning (8) 3:4,5,8,9,23;4:16,17; 5:7 motion (10)	4:14;5:24,25;7:14, 14:8;15:9;3;14:16; 15:15;21:9 motions (1) 5:16 movants (1) 14:18 much (7) 5:25;8:10;14:20; 16:11;19:24;21:25; 22:4 multibillion (1) 13:1 multimillion (1) 12:10 multiple (2) 11:4;20:16
I	K	L	M	N
impact (1) 13:16 impediment (1) 11:24 implicated (3) 11:8,9,23 important (2) 8:25,25 importantly (1) 21:2 imposition (4) 13:21;17:17;18:3; 20:13 inclined (2) 6:4;9:18 includes (1) 13:25 individual (2) 6:3;14:21 initially (1) 10:15 injured (1) 17:8 injury (3) 8:22,25;16:18 instances (1) 17:8 instructed (1) 6:20 interfere (1) 13:15 into (2) 3:12;15:12 invitation (1) 21:15 involved (1) 16:14 issue (7) 5:25;6:13,16;7:9; 8:7;10:20;13:17 issues (5) 4:3;5:11,21;7:16; 9:23	keep (1) 10:24 Keller (9) 3:8,9,18;4:4,7,11,13; 22:1,3 kind (4) 14:2;16:14,16,17 kinds (2) 15:10;16:11 knew (1) 18:7 knock (1) 3:10 knows (3) 13:11,13;19:18 KPMG (2) 3:14;4:2	large (1) 9:11 last (1) 6:23 later (1) 10:20 laws (1) 7:8 lawsuits (1) 6:24 lawyer (6) 11:10,18,18,19;19:7; 21:1 lawyers (1) 11:6 lawyer's (1) 19:8 least (4) 13:11;14:6;18:7; 19:21 less (1) 20:17 letting (1) 14:5 liability (3) 13:18;14:2;16:20 liable (1) 8:24 lifted (1) 10:19 light (1) 8:21 likelihood (2) 16:20,21	maintain (1) 13:8 makes (3) 7:5,5;17:14 making (1) 8:21 mandatory (7) 7:12,15,17,22,23; 8:2;9:2 many (2) 8:23;10:23 Matt (1) 5:2 Matter (2) 3:7;11:1	Nathan (20) 5:3,9,22,25;7:7;8:21; 12:12;13:11,21;14:6; 16:10,18,24;17:10,13, 25;19:6,11;20:10; 21:15 Nathan's (8) 5:3;12:6,20;13:10; 17:6;19:1,17;20:17 necessary (2) 6:14;19:6 need (4) 10:11;16:11;17:6; 20:24 needed (2) 5:20;10:10 needing (1) 6:1 negotiate (1) 17:25 negotiations (1) 18:11 next (4) 6:22;16:10;19:25; 22:4 ninety-nine (1) 20:20 Ninth (1) 7:23 Nobody (1) 21:3 non-PG&E (1) 9:5 normal (2) 18:7;21:7
J				O
judge (1) 21:2				Oakland (4) 6:25;17:9;18:8,14 occasions (1) 11:4 occur (1)

9:21		15:21,22	quo (1)	resolve (3)
off (4)	P	power (3)	13:8	4:3;7:5;8:9
3:19;4:2,25;7:6		13:5,6;15:10	quote (1)	resolved (3)
Office (2)	page (3)	pre- (1)	5:23	6:25;19:24;20:15
3:25;4:19	9:4,8,9	6:25	R	Resources (2)
officer (2)	paid (2)	precipitated (2)		3:16;4:1
9:22;10:14	7:4;17:2	12:13,20	Rail (1)	respect (1)
Olson (23)	paper (1)	predicted (1)	4:1	10:11
4:22;5:2,2,11;6:8,12,	8:15	16:20	rate (1)	respectfully (1)
16,19;7:3,19,22;8:4,7,	papers (1)	preferable (1)	16:17	6:6
16;9:3,9,12,16;10:3,5;	5:14	14:20	rather (1)	restructuring (2)
12:6;20:24;21:18	participate (4)	prepared (1)	14:14	5:21;15:16
one (11)	6:21;9:6;20:8;21:1	20:5	reach (1)	resume (1)
7:4;9:21,21,22;	particular (3)	present (1)	20:10	5:21
10:14,14;13:10;19:5,	9:21,21,22	3:18	ready (2)	retail (1)
25;20:4,14	parties (4)	presume (1)	7:9;10:9	13:3
one's (1)	6:21;9:5,5,6	9:20	real (1)	reverse (1)
19:16	Pascuzzi (4)	pretend (2)	7:9	7:25
only (3)	3:22,23,24,24	9:20;15:3	really (4)	reviewed (1)
3:13;8:8;20:11	pass (1)	pre-trial (1)	6:13,17;7:10;16:9	8:18
oOo- (1)	7:18	10:1	rearview (1)	revisit (2)
3:2	Paul (1)	11:1	16:10	10:20;15:2
opening (2)	pejorative (2)	print (3)	reason (2)	rhetorical (1)
14:13;18:25	16:16,16	9:10,11,11	8:1;9:11	17:18
opposition (1)	penalty (2)	prior (2)	reasons (2)	right (9)
5:14	18:20;19:16	6:25;10:10	12:19,19	3:12;5:6;7:18;11:2;
order (7)	people (9)	probably (1)	recognize (1)	14:12;15:17;16:5;
3:3,14,17,19;4:2;	8:23;12:11,12;13:5;	6:9	7:23	21:25;22:2
19:5;20:25	14:5;15:9,12;16:19;	problem (3)	recognized (1)	Rosenberg (16)
ordered (3)	17:8	11:24;13:20;19:12	5:19	5:4,7,8,12;10:4,5,6,6,
8:13;9:4;18:6	percent (1)	proceedings (1)	13:13	17,23;11:3;12:6;18:15;
ordering (1)	7:4	22:6	recovers (1)	19:9;21:23,24
21:5	perhaps (2)	process (6)	referring (1)	Rosenberg's (1)
orderly (1)	20:14;21:15	7:10;8:8;14:6,15;	9:5	20:3
orders (2)	persuaded (2)	20:12;21:3	refinery (1)	rules (1)
4:7,10	13:7,7	processes (1)	12:10	21:4
ordinary-course-of-business (1)	petition (1)	21:7	regarding (1)	ruling (4)
14:1	7:1	progress (2)	18:1	5:15;6:7,9;13:9
others (1)	PG&E (8)	14:19,21	relationships (1)	run (1)
14:6	3:7;7:3;8:24;10:12,	21:14	11:5	13:1
others' (1)	25;12:18;13:14;15:11	promise (1)	relief (13)	running (1)
12:16	phone (3)	proper (1)	4:14;5:17;6:5,13;	13:25
ought (1)	3:22;4:5;5:4	19:7	7:16,18,24;8:1;18:2;	run-of-the-mill (3)
12:4	PI (1)	proposed (2)	19:2,6;20:1;21:9	12:14,17;14:1
out (9)	16:17	4:2;6:22	remember (2)	S
11:10,11;12:10;14:3;	pipeline (1)	purpose (1)	10:24;17:5	
15:6,12;16:15;18:21;	12:8	20:23	reorganization (4)	same (4)
21:16	place (2)	purposes (3)	6:1;13:16;14:17,20	6:24;14:19;16:7;
outcomes (1)	9:22;14:8	19:8,21;20:1	reply (1)	17:9
16:21	plaintiff (1)	7:8	5:13	SAN (1)
outside (3)	5:8	pursuant (1)	20:3	3:1
10:25;11:4;17:7	plan (2)	put (2)	represent (1)	satisfied (2)
over (1)	7:8;8:11	7:6;11:20	20:6	3:14,16
18:14	Please (2)	puts (1)	representing (1)	saying (2)
overlook (1)	3:6;5:13	13:21	19:8	19:14;20:22
9:2	podium (1)	Q	request (2)	schedule (1)
overridden (1)	4:13		6:5,6	21:10
8:2	point (4)	quick (1)	require (1)	scheduled (1)
overtaken (1)	12:18;13:11;19:2,22	9:25	6:2	9:2
8:1	possibility (2)	quite (1)	requires (1)	scientific (1)
	9:14;18:1	15:15	11:15	16:13
	potentially (2)			seated (1)

3:6 seeing (1) 4:10 seek (1) 10:18 seem (1) 16:11 seems (1) 18:16 sense (3) 7:5;17:14;19:19 sent (1) 11:11 September (14) 6:7,22;8:14;13:23; 14:25;15:3,4,18;17:24; 19:13,14,17;21:10,11 series (1) 6:23 set (1) 5:16 Seth (3) 5:8;10:6;21:23 settle (3) 8:9;18:16;21:6 settled (2) 18:22;21:12 settlement (8) 15:22;17:16;18:1,11; 20:19;21:2,5,9 settling (1) 18:20 shake (1) 17:15 show (2) 8:17;17:10 sic (2) 4:21;5:17 side (4) 11:7,21;17:12;21:13 sidewalk (1) 6:25 sign (1) 17:15 signed (2) 3:19;4:2 significant (2) 12:19;13:16 similar (4) 5:24;14:10,14;15:25 similarity (1) 16:8 simple (1) 17:15 sit (1) 19:7 site (1) 17:9 situation (5) 8:19;12:6;16:6,7; 19:1 six (1) 16:22	slip-and-fall (1) 13:4 Small (2) 9:10,11 solution (1) 10:18 somebody (4) 11:12;12:4;16:12; 17:11 someone (1) 17:14 something-or-other (1) 10:1 somewhere (2) 12:7,9 soon (1) 6:2 sorry (2) 9:7;17:12 sort (1) 10:1 sounds (1) 19:23 speak (1) 4:23 special (1) 18:13 specific (2) 6:2;15:20 specifically (3) 5:23;10:25;14:15 specifics (1) 17:5 Speed (1) 4:1 stake (1) 6:1 start (1) 14:5 State (8) 3:15;5:3;6:20;7:12; 8:9,13;10:7;11:1 stated (1) 14:15 status (1) 13:8 stay (18) 4:14;5:17;6:5,13; 7:16,18,24;8:1;10:18; 11:7,9,13,23;18:2; 19:6;20:1;21:4,10 stick (2) 13:20;19:4 still (3) 7:15;8:24;14:16 store (1) 13:3 stores (2) 13:4,4 story (2) 11:22;16:25 street (1) 15:12	stuff (1) 15:13 submitted (1) 3:20 substantially (2) 5:24;14:10 successful (1) 14:20 such-and-such (1) 18:14 suffered (1) 16:18 sufficiently (1) 5:16 suit (1) 11:1 Superior (7) 9:4;12:21;17:9;18:6, 8:20;7:21:7 Suppose (1) 18:5 Sure (5) 4:24;8:20;13:22; 15:14,19 suspect (2) 16:23;17:11 system (1) 20:12	16:22 till (1) 17:24 today (6) 3:12,19;5:18,25;6:5; 16:10 told (1) 12:6 tort (7) 5:22;12:25;14:2; 15:6,9,25;19:1 torts (1) 8:24 toward (1) 14:19 towards (1) 14:21 track (1) 10:24 Tran (15) 4:13,17,17,24;5:14; 11:14,25;14:10,13,25; 15:14,18;16:4;17:22; 21:21 trial (3) 12:22,22;21:12 trip (1) 15:9 tripped (1) 13:5 trucks (1) 15:11 true (2) 7:25;8:12 Try (6) 9:10;12:5;17:10,20; 19:24;20:1 trying (1) 18:12 TUESDAY (1) 3:1 turn (2) 4:8,13 two (4) 3:13;4:6;13:11; 14:18 type (2) 9:25;15:9	unliquidated (1) 20:18 unsuccessful (1) 10:19 up (4) 7:11;8:8;17:10; 18:25 upload (1) 4:7 upon (1) 10:15 upset (1) 20:13 use (1) 16:16 used (2) 12:15;20:12 usual (3) 12:22,24;13:25 utility (7) 6:24;12:24;13:1,24; 19:8,11,20
		T	trial (3) 12:22,22;21:12 trip (1) 15:9 tripped (1) 13:5 trucks (1) 15:11 true (2) 7:25;8:12 Try (6) 9:10;12:5;17:10,20; 19:24;20:1 trying (1) 18:12 TUESDAY (1) 3:1 turn (2) 4:8,13 two (4) 3:13;4:6;13:11; 14:18 type (2) 9:25;15:9	V
		table (1) 19:7 tackle (1) 6:2 talk (2) 15:21;17:25 talking (1) 9:14 telephone (1) 3:21 telling (1) 18:24 tentative (7) 5:15;6:7;13:9,20; 17:23;19:4;20:23 term (4) 12:14,16,17;16:16 territory (1) 13:1 testimony (1) 9:25 thanks (2) 21:25;22:4 theoretical (1) 8:2 thinking (4) 13:8,9;14:3;18:24 thought (2) 6:8;8:18 thousands (1) 15:6 three (1)	under (1) 20:2 understands (1) 21:2 unfortunate (1) 17:2 unfortunately (2) 15:11;17:1 UNISON (1) 3:5 Unless (2) 3:11;4:4	Valero (3) 5:16;12:11;16:7 variation (1) 19:5 vast (2) 14:7;16:15 victim (2) 12:17;15:7 victims (3) 8:23,23;13:18 violate (1) 11:13 violating (1) 21:4
		U	under (1) 20:2 understands (1) 21:2 unfortunate (1) 17:2 unfortunately (2) 15:11;17:1 UNISON (1) 3:5 Unless (2) 3:11;4:4	W
				Wait (3) 4:20;7:8;17:2 waiting (1) 7:9 wants (1) 4:5 waste (1) 4:6 way (7) 12:5,15;18:21;19:14; 20:7,22;21:16 week (1) 16:10 Weil (2) 4:14,18 Wendy (2) 5:3,8 what's (11) 5:10;6:10;9:20;15:2, 3,3,8,19;16:17;17:21; 18:5

where's (1) 13:18				
Whereupon (1) 22:6	9			
whole (1) 7:10	9:31 (1) 3:1			
who'll (1) 4:14	9:58 (1) 22:6			
wildfire (1) 12:9				
wildfires (1) 12:13				
Willoughby (1) 3:24				
winning (1) 12:24				
without (2) 18:12;20:12				
wood (1) 3:10				
worked (1) 11:4				
working (1) 4:3				
world (2) 13:22;16:17				
world's (1) 18:16				
wrong (1) 6:10				
Y				
yell (1) 17:19				
1				
10th (1) 6:7				
11 (1) 3:1				
12th (2) 5:15,23				
2				
2019 (1) 3:1				
2048 (1) 9:4				
3				
3 (2) 9:4,9				
30th (2) 9:6;17:24				
6				
6 (4) 9:4,7,8,9				